



**Superior Court  
Justice Courts  
Adult Probation  
Juvenile Probation  
Hereafter Superior Court of  
Arizona in Maricopa County  
Request For Proposal  
AMENDMENT NUMBER ONE**

Superior Court  
Contracts Department  
201 W. Jefferson Street  
CCB, 4<sup>th</sup> Floor  
Phoenix, AZ 85003  
Phone: (602) 372-0253

**Request for Proposal Amendment Number: One**

**Request for Proposal Number: 09028-RFP**

**Request for Proposal Title: Electronic Monitoring System (Radio Frequency)**

**Solicitation Due Date / Time: March 26, 2009 at 2:00 P.M. Arizona Time**

**Description of Procurement:** The Superior Court of Arizona in Maricopa County (Court) is soliciting sealed responses from qualified vendors who wish to provide and maintain an electronic monitoring system (radio frequency) to support the requirements of the Adult Probation Department (APD) and the Juvenile Probation Department (JPD).

**Acknowledgement of this Amendment must be returned with the proposal and received by the Judicial Branch of Arizona Superior Court Contracts Department as per the Solicitation due date and time.**  
*(Note: Also, Complete Offer and Award Page 4 of the original solicitation for Acknowledgement of Amendment).*

As stated in the original Request For Proposal all questions to the RFP were to be submitted in writing by: **March 12, 2009**. Responses to all questions were to be issued on **March 19, 2009** as an amendment to the Request for Proposal.

This Request for Proposal is amended as follows: 1) to reflect the questions received on 3/12/09; 2) to reflect the replies to these questions; and 3) to amend M. and V. of Paragraph 3. of the Scope of Work.

**The following Pages 2 – 4 of this amendment list each question with the associated reply (3 pages).**

Offeror hereby acknowledges receipt and understanding of this Solicitation Amendment:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed/Typed Name and Title

\_\_\_\_\_  
Name of Company

This Solicitation Amendment is hereby executed this **19th Day of March 2009**, in Phoenix, Arizona.  
**Signed Copy on File**

Janie Terry; 602-372-0253; terryj@superiorcourt.maricopa.gov  
Contract Specialist; Telephone Number, Email

<b>Q. 1</b>	Who is the present incumbent of this contract?
<b>A. 1</b>	<b>Contact the Superior Court Contract's Department to submit a Public Record's Request.</b>
<b>Q. 2</b>	What is present price of services offered by the present incumbent?
<b>A. 2</b>	<b>See response in A.1</b>
<b>Q. 3</b>	Specifically define the courts definition of "web based".
<b>A. 3</b>	<b>The Courts prefers that any data that is generated by the RF system be accessed via a browser (Internet Explorer) over port 443 (SSL). Web-based (or browser-based if you prefer) applications make it easier for employees to review data from work or home without having to install special software. Also, a web or browser-based application using port 443 will function with our existing county firewall without the need for large scale changes.</b>
<b>Q. 4</b>	Will PSA and/or JPD staff program and edit the defendants electronic monitoring schedule or will the call center be responsible for this action?
<b>A. 4</b>	<b>Primary scheduler is PSA/JPD staff, however, assistance may be required by the vendor on occasion.</b>
<b>Q. 5</b>	Would a device that is cellular and completely contained in the anklet be an acceptable alternative to RF technology?
<b>A. 5</b>	<b>This is an RF system procurement request. A cellular option is not an acceptable alternative offer.</b>
<b>Q. 6</b>	Paragraph 11F states that "more than 3 days during a calendar year that an EM system cannot be fully functional may constitute a breach of contract." What is the position of the court in cases where functionality is compromised by the defendant thereby causing a period of longer than 3 days on non-functionality and who would be the entity that determines functionality and/or defendant fault?
<b>A. 6</b>	<b>The reference to EM system, herein, refers to the entire system, all the monitoring units, the central monitoring system, and any other included units. Upon determination by PSA/JPD that the defendant/juvenile probationer tampered with the individual equipment causing malfunction, then Paragraph 11 F. would not apply.</b>
<b>Q. 7</b>	Who would be responsible for the cost of repair and or replacement of equipment that is lost or damaged by the defendant, PSA and or JPD. Example the defendant absconds with the equipment or the defendant is arrested by a local jurisdiction and the equipment is not returned?
<b>A. 7</b>	<b>Contract terms require vendor pricing to include 100% coverage for loss or damaged equipment.</b>
<b>Q. 8</b>	On page 6, item 3.A states, "The vendor shall specify its policy and costs associated with replacement of lost or stolen tools, tool kits, and monitoring equipment." However, on page 48, Attachment 6.1 (Pricing/Delivery Schedule) is much more precise in its specifications of a 100% loss and damage allowance, and 20% shelf allowance. Please confirm that regardless of a vendor's policy and costs associated with replacement of lost or stolen tools, tool kits and monitoring equipment, the prices listed by vendors on Attachment 6.1 must include a 100% lost and damaged allowance for all equipment and tools, and must include a 20% shelf allowance at no extra cost.
<b>A. 8</b>	<b>Vendor pricing must reflect 100% coverage for lost or damaged equipment and 20% shelf allowance as per Attachment 6.1.</b>
<b>Q. 9</b>	Attachment 6.1., item F states, "No further charges will be incurred by the Court once a client has been deactivated from the system." Please clarify that despite this specification a vendor may bill for spares above the 20% shelf allowance specified in Attachment 6.1., item C.

<b>A. 9</b>	<b>If client is taken off system but equipment is still calling in from client's home, unit may be considered as a "spare" for the purposes of billing in excess of 20% allowance.</b>
<b>Q. 10</b>	<p>On page 8, item V requires the monitoring device to report any tamper and continue to report this condition daily until an authorized person resets the unit. Will the Superior Court consider modifying this specification to allow for automatic resets? Most vendors offer monitoring devices that auto-reset, which provide significant advantages to officers in the field. These benefits include:</p> <ul style="list-style-type: none"> <li>▶ Doesn't require a special tool for officers to reset the transmitter - advantage being that every officer doesn't have to possess said tool at all times</li> <li>▶ tamper will only reset when all tamper requirements are satisfied: <ul style="list-style-type: none"> <li>◆ strap circuit must be intact</li> <li>◆ proximity tamper must be satisfied - i.e., properly attached (to the ankle)</li> </ul> </li> <li>▶ visual inspection must still be done to determine cause of the tamper, but once the problem condition(s) are fixed, the tamper will reset</li> </ul>
<b>A. 10</b>	<b>Section 1, Paragraph 3, V. has been amended. See pages 4 and 5 of this amendment.</b>
<b>Q. 11</b>	Regarding the Transmitter Unit Description on page 9, would the Court consider adding the requirement that transmitters have dual tamper detection methods – namely Strap Tamper (strap is cut or tampered with), and Proximity Tamper (transmitter has been removed without the strap being cut or tampered with).
<b>A. 11</b>	<b>This is not a requirement, but may be considered an enhanced feature.</b>
<b>Q.12</b>	Regarding item H on page 14, is the Court asking for background check documentation on all employees to be submitted with bid or simply agree to make available upon request from the Court?
<b>A. 12</b>	<b>As per Section 1, Paragraph 11. H. "....agree to submit to, and pass a background check." Background data shall be required upon request from the Court.</b>
<b>Q.13</b>	Regarding item 9.D. on page 24, would the Court please specify the number of points/percentage each item counts relative to the other items?
<b>A. 13</b>	<b>As per Section 3, Paragraph 9. D. the criteria is listed in descending order of importance. Reference Judicial Procurement Rule # 27.</b>
<b>Q. 14</b>	Section 1, Scope of Work, page 7, Item M states the following: "The battery shall hold all information after a loss of power...." In RF equipment such as that required in this RFP, batteries do not store information. We suggest alternate wording as follows: "The <u>receiver/monitor</u> shall hold all information after a loss of power...."
<b>A.14</b>	<b>Section 1, Paragraph 3, M. has been amended. See pages 4 and 5 of this amendment.</b>
<b>Q. 15</b>	Section 1, Scope of Work, page 8, Item W discusses "digitized mobile receiver units." Please provide a definition of this term, as we are not sure if the County is referring to mobile field location units (also known in the industry as "drive-by units"), web-enabled personal digital assistants, or some other device.
<b>A. 15</b>	<b>Court prefers that the drive-by unit sort all events including tamper. Furthermore, the Court prefers</b>

	<b>that the unit be capable of down-loading the information to a personal computer.</b>
<b>Q. 16</b>	Section 1, Scope of Work, page 8, Part 4 asks for discussion of Optional Electronic Monitoring Systems Products/Services. Is the County interested in additional services such as GPS tracking, Voice and Kiosk check-in programs?
<b>A. 16</b>	<b>Optional systems may include Receiver units that are designed to receive signals from multiple transmitters simultaneously such as in a group home setting; or other RF systems such as providing victims with a mobile receiver. PSA/JPD is not seeking proposals for GPS tracking; Voice ID or Kiosk systems at this time.</b>
<b>Q. 17</b>	Section 1, Scope of Work, page 9, Part 4.A indicates that the electronic monitoring receiver may have the capability of monitoring multiple transmitters simultaneously in the same residence. Will the County clarify how many transmitters would need to be monitored simultaneously in the same residence?
<b>A. 17</b>	<b>Under normal requirements, up to 5.</b>
<b>Q. 18</b>	Section 1, Scope of Work, page 9, Part 5 discusses Reporting. This section discusses a requirement for the selected vendor to "keep detailed work records." We infer from the rest of the paragraph that the County requires records of all persons monitored each month, including start dates. Will the County please clarify what, if any, other information is to be recorded in the work records?
<b>A. 18</b>	<b>Work records include all persons monitored for a given month with start and end dates (off system) if applicable.</b>
<b>Q. 19</b>	Section 1, Scope of Work, page 14, Item F states that if for more than three days during a calendar year "that any EM system cannot be fully functional may constitute a material breach of the contract and may be cause for cancellation of the contract." Please clarify if the County defines an EM system as individual equipment components, or the larger central monitoring system with which the equipment components communicate. Also, the wording as written indicates that loss of function for three days "may constitute a material breach of the contract and may be cause for cancellation of the contract." Please describe the conditions under which the loss of function would or would not constitute a breach. Please describe the conditions under which the loss of function would or would not constitute cause for cancellation of the contract.
<b>A. 19</b>	<b>The reference to EM system, herein, refers to the entire system, all the monitoring units, the central monitoring system, and any other included units. A vendor-caused shut-down of system may constitute a material breach. See Section 4, Paragraph 6. D. regarding Force Majeure.</b>
<b>Q. 20</b>	Section 3, Special Instructions to Offerors, page 23, Item 4.A discusses who in a given organization is required to sign offeror documents. For a Limited Liability Company (LLC), which one of the three listed choices applies (e.g., Privately Owned, Partnership or Corporation)?
<b>A. 20</b>	<b>The Superior Court of Arizona in Maricopa County does not provide legal advice.</b>

To revise Section 1, Scope of Work, Paragraph 3 M. and V.:

**From:**

- M. The RF system shall contain a battery back up system in the event of loss of AC power. The battery shall hold all information after a loss of power for a minimum of twenty-four (24) hours and shall be capable of supporting all features.
- V. The monitoring device shall report any tamper with the unit or/or device worn by the defendant immediately upon the tamper occurring, and continue to report this condition daily until an authorized person resets the unit.

**To:**

- M. The RF system shall contain a battery back up system in the event of loss of AC power. The battery shall have adequate power to allow the unit to hold all information after a loss of power for a minimum of twenty-four (24) hours and shall be capable of supporting all features.
- V. The monitoring device shall report any tamper with the unit and/or transmitter worn by the client immediately upon the tamper occurring, and continue to report this condition daily until cleared.

END OF AMENDMENT NUMBER ONE

FOR REQUEST FOR PROPOSAL NO. 09028-RFP